

# EXHIBIT 36

# STATE OF CONNECTICUT UCC-1 FINANCING STATEMENT

**MAILING ADDRESS:**  
Commercial Recording Division  
Connecticut Secretary of the State  
P.O. BOX 150470  
Hartford, CT 06115-0470  
860-509-6002

**COURIER ADDRESS:**  
Commercial Recording Division  
Connecticut Secretary of the State  
30 Trinity Street  
Hartford, CT 06106  
860-509-6002

Follow Instructions Carefully

<b>Requesting Party</b> Name <b>Mitchell Kolkin, Esquire - Venable LLP</b> Address <b>750 East Pratt Street, Suite 900</b> City <b>Baltimore</b> State <b>Maryland</b> Zip <b>21202</b>	<b>Cust ID</b> _____ <b>Fee \$25</b> (Space for filing office use only) <div style="font-size: 2em; text-align: center;"># 2683094 3-11-09</div>
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1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names

OR	1a. ORGANIZATION'S NAME <b>PF VENTURES, LLC</b>			
	1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
1c.	MAILING ADDRESS <b>63 Lakeview Terrace</b>	CITY <b>Sandy Hook</b>	STATE <b>CT</b>	POSTAL CODE <b>06482</b>
	COUNTRY <b>USA</b>			
	ADD'L INFO RE ORGANIZATION DEBTOR	1d. TYPE OF ORGANIZATION <b>limited liability company</b>	1e. JURISDICTION OF ORGANIZATION <b>Connecticut</b>	1f. ORGANIZATIONAL ID # OPTIONAL <b>0892204</b>

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names

OR	2a. ORGANIZATION'S NAME			
	2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
2c.	MAILING ADDRESS	CITY	STATE	POSTAL CODE
	COUNTRY			
	ADD'L INFO RE ORGANIZATION DEBTOR	2d. TYPE OF ORGANIZATION	2e. JURISDICTION OF ORGANIZATION	2f. ORGANIZATIONAL ID # OPTIONAL

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - Insert only one secured party name (3a. or 3b.)

OR	3a. ORGANIZATION'S NAME <b>DANSKE BANK A/S, LONDON BRANCH</b>			
	3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
3c.	MAILING ADDRESS <b>75 King William St. London Branch,</b>	CITY <b>London</b>	STATE	POSTAL CODE <b>EC4N 7DT</b>
	COUNTRY <b>England</b>			

4. This FINANCING STATEMENT covers the following collateral:

All collateral described on attached Schedule A

5. ALTERNATIVE DESIGNATION (if applicable)

☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER

6. OPTIONAL FILER REFERENCE DATA

FILE WITH THE CONNECTICUT SECRETARY OF STATE: DEBTOR PF VENTURES, LLC

FILING OFFICE COPY - CONNECTICUT UCC FINANCING STATEMENT (FORM UCC1)

Revised 11/2007

**DEBTOR: PF VENTURES, LLC**

**SECURED PARTY: DANSKE BANK A/S, LONDON BRANCH**

**Schedule A**

All of Debtor's right, title and interest in the following (collectively, the "Pledged Collateral"):

- (i) all Pledged Company Interests (as hereinafter defined);
- (ii) all securities, security certificates, moneys or property representing the Pledged Company Interests, or representing dividends or interest on any of the Pledged Company Interests, or representing a distribution in respect of the Pledged Company Interests, or resulting from a split-up, revision, reclassification or other like change of the Pledged Company Interests or otherwise received in exchange therefor, and any subscription warrants, rights or options issued to the holders of, or otherwise in respect of, the Pledged Company Interests;
- (iii) all right, title and interest of Debtor in, to and under any policy of insurance payable by reason of loss or damage to the Pledged Company Interests and any other Pledged Collateral described in this Schedule A and all Proceeds thereof;
- (iv) all "accounts", "general intangibles", "instruments" and "investment property" (in each case as defined in the Code) constituting or relating to the foregoing; and
- (v) all Proceeds of any of the foregoing property of Debtor (including, without limitation, any proceeds of insurance thereon, all "accounts", "general intangibles", "instruments" and "investment property", in each case as defined in the Code, constituting or relating to the foregoing).

"Pledged Company Interests" shall mean all of Debtor's right, title and interest in Diamante Cabo San Lucas, LLC, a Delaware limited liability company (the "Company"), together with any and all membership certificates evidencing ownership of such interests, and all claims, powers, privileges, benefits, remedies, voting rights, options or rights of any nature whatsoever which currently exist or may be issued or granted by the Company to Debtor while the Agreement (hereinafter defined) is in effect.

"Code" shall mean the Uniform Commercial Code in effect in any applicable jurisdiction where any Pledged Collateral described by this Schedule A and all Proceeds thereof are "located" for purposes of the Code.

"Proceeds" shall mean all "proceeds" as such term is defined in Section 9-102(a)(64) of the Code, and, in any event, shall include, without limitation, all dividends or other income from the Pledged Company Interests, collections thereon or distributions with respect thereto.

Refer to defined terms not otherwise herein defined in that certain Pledge and Security Agreement dated March \_\_, 2009, made by Debtor and in favor of DANSKE BANK A/S, LONDON BRANCH (the "Agreement").